

1 STEPHEN M. HAYES (SBN 83583)  
 2 STEPHEN P. ELLINGSON (SBN 136505)  
**2 HAYES DAVIS BONINO ELLINGSON McLAY & SCOTT, LLP**  
 203 Redwood Shores Pkwy., Suite 480  
 3 Redwood City, CA 94065  
 Telephone: 650.637.9100  
 4 Facsimile: 650.637.8071  
 5 Attorney for Defendant  
 STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

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9

10 TOUFIK ANDRAOS,

11 Plaintiff,

12 v.

13 STATE FARM MUTUAL AUTOMOBILE  
 14 INSURANCE COMPANY and DOES 1 - 50,

15 Defendants.

16

17

18 **TO THE CLERK OF THE ABOVE-ENTITLED COURT:**

19 PLEASE TAKE NOTICE that defendant STATE FARM MUTUAL AUTOMOBILE  
 20 INSURANCE COMPANY (hereinafter "State Farm") hereby removes to this Court the state action  
 21 described below:

- 22 1. State Farm is a defendant in the civil action commenced on July 25, 2008 in the  
 23 Superior Court of the State of California, County of San Francisco, Case No. CGC-  
 24 08-475961, entitled Toufic Andraos v. State Farm Mutual Automobile Insurance  
Company.
- 25 2. State Farm was served with the first served with the complaint on August 1, 2008. A  
 26 copy of the First Amended Complaint ("FAC") is attached hereto as Exhibit "1" and  
 27 is incorporated as part of this notice.

- 1       3. State Farm filed its answer in State court to plaintiff's First Amended Complaint on  
2       August 29, 2008. A true and correct copy of State Farm's answer to plaintiff's First  
3       Amended Complaint is attached hereto as Exhibit "2" and is incorporated as a part of  
4       this notice of removal and removal.
- 5       4. This action is a civil action of which this Court has original jurisdiction under 28  
6       U.S.C. section 1332, and is one that may be removed to this Court by State Farm  
7       pursuant to the provisions of 28 U.S.C. section 1441, subdivision (a), in that it is a  
8       civil action wherein the matter in controversy exceeds the sum of \$75,000 exclusive  
9       of interest and costs, and is between citizens of different states.
- 10      5. The fact that the amount in controversy exceeds the minimum requirement for  
11       diversity jurisdiction can be determined by the nature of the claims and the amount  
12       and type of the damages sought in the complaint.
- 13      6. This action arose out of plaintiff's claim for underinsured motorist ("UIM") benefits  
14       under an automobile insurance policy issued by State Farm for injuries sustained in  
15       an October 2, 2002 automobile accident. (FAC, ¶¶ 6 and 9.) The insurer for the  
16       other driver paid his \$15,000 limits to plaintiff, and plaintiff submitted a UIM claim  
17       to State Farm. (FAC, ¶ 15.) Plaintiff alleges he sustained serious injuries, incurred  
18       medical and hospital expenses in excess of \$25,000 and could not return to work.  
19       (FAC, ¶¶ 11, 12 and 13.) While his UIM claim was pending, plaintiff contended his  
20       injury claim was worth "far in excess of his remaining UIM policy limits of \$85,000.  
21       Plaintiff alleges State Farm knew his claim was worth the full policy limits yet  
22       refused to make any settlement offer for nearly three years. (FAC, ¶¶ 21-23.)  
23       Plaintiff alleges that State Farm refused to submit the dispute to UIM arbitration as  
24       required by the policy, requiring plaintiff to petition the court to compel arbitration.  
25       (FAC, ¶¶ 25 and 26.) Plaintiff alleges that State Farm's conduct caused him severe  
26       emotional distress. (FAC, ¶¶ 34.) Plaintiff also seeks general damages. These  
27       allegations in and of themselves establish the amount in controversy exceeds  
28       \$75,000.

7. In addition, plaintiff seeks recovery of attorney fees as an element of his special damages on a theory that plaintiff incurred these fees to recover unreasonably withheld policy benefits. (*Brandt v. Superior Court* (1985) 37 Cal.3d 813.)
  8. Plaintiff also seeks punitive damages based on an alleged course of conduct from which one can infer the punitive damage claim alone exceeds \$75,000.
  9. At the time of the commencement of this action, and at all times since, State Farm has been, and still is, a corporation of the State of Illinois, being incorporated under the laws of Illinois, and has had and continues to have its principal place of business in Illinois. Plaintiff Toufic Andraos has been and continues to be a citizen of the State of California, having been a resident of the State of California.
  10. This action was brought in the State of California. This corporate defendant is not, at the time of the institution of this action, and is not now, a corporation incorporated under the laws of the State of California, and does not have at the time of the institution of this action, and does not have now, its principal place of business in California.

**DEMAND FOR JURY TRIAL**

17 STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY hereby demands a  
18 trial by jury.

**19** | Dated: August 29, 2008

**HAYES DAVIS BONINO ELLINGSON  
McLAY & SCOTT, LLP**

By: Stephen M. Hayes  
STEPHEN M. HAYES  
STEPHEN P. ELLINGSON  
Attorneys for Defendant  
STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY

# **EXHIBIT 1**

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MICHAEL J MANDEL ESQ

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1 MICHAEL J. MANDEL, ESQ. (SBN: 42964)  
1390 Market Street, Suite 310  
2 San Francisco, CA 94102  
3 415-626-5400 (Tel)  
4 415-626-5420 (Fax)

5 Attorney for Plaintiff  
6 Toufic Andraos

ENDORSED  
FILED  
Superior Court of California  
County of San Francisco

JUL 25 2008

GORDON PARK-LI, Clerk  
BY: ELIZABETH ZALDIVAR  
Deputy Clerk

## IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO - UNLIMITED JURISD.

TOUFIC ANDRAOS, ) No: CGC 08-475961  
Plaintiff, ) First Amended  
vs. ) Complaint Per CCP 472  
STATE FARM MUTUAL AUTOMOBILE )  
INSURANCE COMPANY and DOES 1 - 50 )  
Defendants. ) 1. Breach of Contract,  
 ) 2. Breach of Implied  
 ) Covenant of Good Faith and  
 ) Fair Dealing,  
 ) 3. Negligent Infliction  
 ) of Emotional Distress, and  
)  
15 \_\_\_\_\_)

FIRST CAUSE OF ACTION  
Breach of Contract

1. The Plaintiff, TOUFIC ANDRAOS, at all times herein  
mentioned was an insured of Defendant STATE FARM MUTUAL  
AUTOMOBILE INSURANCE COMPANY (hereinafter STATE FARM).  
2. At all times herein plaintiff is and was an insured under  
State Farm Auto Policy No. C16 2368-F25-05D.  
3. Plaintiff is informed and believes that Defendant STATE  
FARM, is a corporation and insurance carrier regulated by the  
California Department of Insurance, is authorized to do  
business in the State of California and is doing business in

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1 the County of San Francisco.

2 4. Plaintiff is ignorant of the true names and capacities,  
3 whether individual, corporate, associate, or otherwise, of  
4 defendants sued herein as Does 1 through 50, inclusive, and  
5 therefore sues these defendants by such fictitious names.

6 Plaintiff will amend this complaint to allege their true names  
7 and capacities when ascertained. Plaintiff is informed and  
8 believes and thereon alleges that each of the fictitiously  
9 named defendants are legally responsible in some manner for  
10 the occurrences herein alleged, and that plaintiff's damages  
11 as herein alleged were proximately caused by their conduct.

12 5. At all times herein mentioned, defendants, and each of  
13 them, were the agents and employees of each of the remaining  
14 defendants and were at all times acting within the purpose and  
15 scope of said agency and employment, and each defendant has  
16 ratified and approved the acts of his agent.

17 6. On or about June 13, 2002, defendants, STATE FARM, and  
18 each of them, entered a contract in the County of San  
19 Francisco for auto liability insurance, Policy No. C16 2368-  
20 F25-05D, insuring a 1989 BMW automobile, under which the  
21 plaintiff, TOUFIC ANDRAOS, was the insured. Said contract was  
22 entered into by the insured owner of the said vehicle within  
23 the jurisdiction of the above-entitled court.

24 7. All obligations due under said contract at all relevant  
25 times herein were and have been performed by plaintiff, TOUFIC

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1 ANDRAOS.

2 8. At all times herein, plaintiff, TOUFIC ANDRAOS, was the  
3 owner and operator of a certain 1989 BMW 325, bearing license  
4 number 2NEU791.

5 9. On or about October 2, 2002, Plaintiff, TOUFIC ANDRAOS,  
6 was traveling on E/B Market Street in San Francisco,  
7 California..

8 10. At said time and place, Plaintiff was stopped for a red  
9 light when his BMW was struck by a Chevrolet Astro driven by  
10 Randy Marks.

11 11. As a proximate result of the negligence, carelessness  
12 and recklessness of the above driver, Randy Marks, plaintiff  
13 TOUFIC ANDRAOS sustained serious injuries, to his lumbar spine  
14 and other body parts which caused him great pain, suffering  
15 and permanent disability.

16 12. As a direct and proximate result of Plaintiff's injuries,  
17 Plaintiff was unable to attend to his usual occupation, and is  
18 still unable to attend to his usual occupation in the same  
19 manner that he had done so prior to the accident.

20 13. As a further direct and proximate result of Plaintiff's  
21 injuries, he incurred substantial medical and hospital  
22 expenses in excess of \$25,000.

23 14. On or about March 3, 2004, Plaintiff submitted an  
24 Underinsured Claims Notice for benefits under said policy to  
25 STATE FARM.

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1 15. On or about March 22, 2004, Plaintiff settled the  
2 underlying third-party case in the sum of \$15,000.00, the  
3 maximum liability coverage available to Randy Marks.  
4 Documentation was sent to STATE FARM confirming settlement of  
5 the underlying case.

6 16. After receipt of said claim, defendants, and each of  
7 them, breached the contract for said insurance by refusing to  
8 reasonably process the underinsured motorist claim, fairly  
9 evaluate the claim and/or refusing to reasonably pay benefits  
10 pursuant to said contract for auto liability insurance under  
11 the underinsured provision thereof.

12 17. On or about June 25, 2007, Plaintiff and STATE FARM  
13 resolved and concluded litigation regarding the above  
14 described accident. The case settled for \$85,000.00, new  
15 money.

16 SECOND CAUSE OF ACTION

17 (Breach of Implied Covenant of Good Faith and Fair Dealing)

18 18. Plaintiff realleges and incorporates herein by reference  
19 each and every allegation contained in the First Cause of  
20 Action as though fully set forth herein.

21 19. As a result of the issuance of the subject policy  
22 Plaintiff was entitled to make a claim for the benefits of the  
23 underinsured motorist provision of said policy. Defendants,  
24 and each of them, were obligated to act fairly toward  
25

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1 Plaintiff and handle his claim in good faith.

2 20. Plaintiff made timely notice of his intention to seek  
3 recovery under the underinsured motorist provision of the  
4 policy. In addition, Plaintiff provided Defendant copies of  
5 medical records and bills on or about April 2004.

6 21. At all times pertinent, Defendants, and each of them,  
7 well knew that the acts in question were 100% the fault of the  
8 adverse driver and that the adverse driver had an automobile  
9 policy with minimum limits (15/30k).

10 22. Plaintiff cooperated with Defendants, and each of them,  
11 at every stage and advised Defendants of the serious nature  
12 and extent of his injuries.

13 23. At all times following Defendants' first receipt of the  
14 Claim for Underinsured Benefits, Defendants, and each of them  
15 well knew that Plaintiff's claim was worth the full policy  
16 limits of \$100,000.00. On numerous occasions thereafter,  
17 plaintiff requested a settlement of his claim for the policy  
18 limits, but Defendants, at all times, refused to make any type  
19 of reasonable settlement offer.

20 24. Between March 3, 2004 and June 2007, Defendants, and each  
21 of them, continued to refuse to make any type of reasonable  
22 settlement offer despite being provided with Plaintiff's  
23 medical records, engaging in written discovery, and having  
24 taken the depositions of Plaintiff and his treating doctor.

25 25. Between September of 2006 and June of 2007, Defendants,  
26

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1 and each of them, ignored Plaintiff's request to select a  
2 neutral arbitrator and schedule a binding arbitration hearing  
3 or in the alternative a Mediation Hearing.

4 26. On April 27, 2007, Plaintiff filed and served a Motion to  
5 Compel Arbitration with the San Francisco Superior Court.  
6 Defendants did not file any opposition to said Motion and at  
7 the hearing on June 1, 2007, the Court ordered Defendants and  
8 each of them to pay sanctions for failure to Arbitrate this  
9 matter.

10 27. Finally on June 25, 2007, Defendants agreed to pay  
11 Plaintiff the sum of \$85,000.00.

12 28. In handling Plaintiff's claim, as herein alleged,  
13 Defendants willfully acted in bad faith by unduly delaying the  
14 settlement, refusing to Arbitrate the claim as required by the  
15 terms of its own policy of insurance and forcing plaintiff to  
16 file the aforesaid motion to compel arbitration.

17 29. As a direct and proximate result of Defendants' bad faith  
18 handling of Plaintiff's claim as herein mentioned, Plaintiff  
19 has suffered mental and emotional distress, anger, depression  
20 and frustration, all to his general damage in an amount in  
21 excess of the minimum jurisdiction of the Superior Court -  
22 Unlimited Jurisdiction.

23 30. As a further direct and proximate result of Defendants  
24 handling of Plaintiff's Underinsured Motorist Claim as alleged  
25 herein, Plaintiff was deprived of the use of the money  
26

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1 ultimately realized in the settlement for a period of  
2 approximately three years, all to his special damage according  
3 to proof.

4       31. Defendants and each of them, in doing the acts herein  
5       alleged, acted maliciously and are guilty of wanton disregard  
6       for the rights and feelings of Plaintiff, in that they knew  
7       their liability under the aforementioned claim was reasonably  
8       clear, and they were also aware of the probable harmful  
9       consequences to Plaintiff if they stalled settlement of the  
10      claim, yet they nevertheless did so fail and refuse. By  
11      reason thereof, Plaintiff requests exemplary and punitive  
12      damages in an amount in excess of the jurisdictional minimum  
13      of this Court.

### **THIRD CAUSE OF ACTION**

(Negligent Infliction of Emotional Distress)

16 32. Plaintiff realleges and incorporates herein by reference  
17 each and every paragraph contained in the First and Second  
18 Causes of Action as though fully set forth herein.

19 33. Defendants, and each of them, knew, or should have known,  
20 that their failure to exercise due care in the performance of  
21 the terms of the contract for auto liability insurance would  
22 cause plaintiff severe emotional distress.

23 34. As a proximate cause of Defendants' breach of contract  
24 and refusal to voluntarily arbitrate and reasonably process  
25 plaintiff's claim, plaintiff has suffered severe emotional

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1 distress and mental suffering, all to his damage in an amount  
2 in excess of the jurisdictional minimum of this Court.

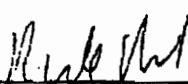
3 WHEREFORE, plaintiff prays for judgment as follows:

4 A. As to the Second Cause of Action, for economic and  
5 non-economic damages according to proof, attorney's fees,  
6 punitive and exemplary damages, and for such other and further  
7 relief as the Court deems just and proper.

8 B. As to the First, and Third Causes of Action, for  
9 economic and non-economic damages according to proof, and for  
10 such other further relief as the Court deems just and proper.

11 Dated: July 23, 2008

LAW OFFICES OF MICHAEL MANDEL

12  
13   
14 Michael J. Mandel, Esq.  
15 Attorney for Plaintiff  
Toufic Andraos

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# **EXHIBIT 2**

1 STEPHEN M. HAYES (SBN 83583)  
2 STEPHEN P. ELLINGSON (SBN 136505)  
3 HAYES DAVIS BONINO ELLINGSON McLAY & SCOTT, LLP  
4 203 Redwood Shores Pkwy., Suite 480  
5 Redwood City, CA 94065  
6 Telephone: 650.637.9100  
7 Facsimile: 650.637.8071  
8 Attorney for Defendant  
9 STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY  
10 TOUFIK ANDRAOS,  
11 Plaintiff,  
12 v.  
13 STATE FARM MUTUAL AUTOMOBILE  
14 INSURANCE COMPANY and DOES 1 - 50;  
15 Defendants.

ENDORSED  
FILED  
Superior Court of California  
County of San Francisco  
AUG 29 2008  
GORDON PARK-LI, Clerk  
BY: CAROLYN BALISTERRI  
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO - UNLIMITED JURISDICTION

CASE NO. CGC-08-475961

STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY'S ANSWER TO  
PLAINTIFF'S FIRST AMENDED  
COMPLAINT

FAXED

Defendant State Farm Mutual Automobile Insurance Company, in answer to the unverified First amended Complaint of plaintiff herein, denies each and every, all and singular, the allegations of the unverified First Amended Complaint, and in this connection defendant denies that plaintiff has been injured or damaged in any of the sums mentioned in the First Amended Complaint, or in any sum, or at all as the result of any act or omission of this answering defendant.

AS A FIRST, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COMPLAINT ON FILE HEREIN, AND TO EACH ALLEGED CAUSE OF ACTION CONTAINED THEREIN, this answering defendant alleges that said First Amended Complaint fails to state facts sufficient to constitute a cause of action against this answering defendant.

AS A SECOND, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COMPLAINT ON FILE HEREIN, AND TO EACH ALLEGED CAUSE OF ACTION CONTAINED THEREIN,

1 this answering defendant alleges that at all times and places mentioned in the First Amended  
 2 Complaint herein, plaintiffs failed to mitigate the amount of their damages. The damages claimed  
 3 by plaintiffs could have been mitigated by due diligence on their part or by one acting under similar  
 4 circumstances. Plaintiffs' failure to mitigate is a bar to their recovery under the First Amended  
 5 Complaint.

6 AS A THIRD, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COMPLAINT ON  
 7 FILE HEREIN, AND TO EACH ALLEGED CAUSE OF ACTION CONTAINED THEREIN, this  
 8 answering defendant alleges that the injuries allegedly sustained by plaintiffs were either wholly or  
 9 in part caused by plaintiffs or persons, firms, corporations or entities other than this answering  
 10 defendant, and whose acts or omissions are imputed to plaintiffs as a matter of law.

11 AS A FOURTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COMPLAINT  
 12 ON FILE HEREIN, AND TO EACH ALLEGED CAUSE OF ACTION CONTAINED THEREIN, this  
 13 answering defendant alleges it has paid any and all amounts owed under the contract alleged in  
 14 the First Amended Complaint, and that defendant is entitled to offset or credit said payments against  
 15 plaintiff's claim for breach of contract, which bars plaintiffs' cause of action for breach of contract.

16 AS A FIFTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COMPLAINT ON  
 17 FILE HEREIN, AND TO EACH ALLEGED CAUSE OF ACTION CONTAINED THEREIN, this  
 18 answering defendant alleges on information and belief that plaintiff cannot assert any of the  
 19 contractual claims contained in their First Amended Complaint because plaintiff materially  
 20 breached said contract.

21 AS A SIXTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COMPLAINT ON  
 22 FILE HEREIN, AND TO EACH ALLEGED CAUSE OF ACTION CONTAINED THEREIN, this  
 23 answering defendant alleges on information and belief that the sole and proximate cause of the  
 24 circumstances and events complained of by plaintiff in the First Amended Complaint was due to the  
 25 acts or omissions of persons and entities other than this answering defendant.

26 AS A SEVENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COMPLAINT  
 27 ON FILE HEREIN, AND TO EACH ALLEGED CAUSE OF ACTION CONTAINED THEREIN,  
 28 this answering defendant alleges that said First Amended Complaint fails to state facts sufficient to

1 constitute a claim for exemplary or punitive damages pursuant to §3294 of the Civil Code.

2 AS AN EIGHTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COMPLAINT  
 3 ON FILE HEREIN, AND TO EACH ALLEGED CAUSE OF ACTION CONTAINED THEREIN,  
 4 this answering defendant alleges that plaintiff's First Amended Complaint, to the extent that it seeks  
 5 exemplary or punitive damages pursuant to §3294 of the Civil Code, violates defendant's right to  
 6 procedural due process under the Fourteenth Amendment of the United States Constitution, and the  
 7 Constitution of the State of California, and therefore fails to state a cause of action upon which  
 8 either punitive or exemplary damages can be awarded.

9 AS AN NINTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COMPLAINT  
 10 ON FILE HEREIN, AND TO EACH ALLEGED CAUSE OF ACTION CONTAINED THEREIN,  
 11 this answering defendant alleges that plaintiff's First Amended Complaint, to the extent that it seeks  
 12 punitive or exemplary damages pursuant to §3294 of the Civil Code, violates defendant's rights to  
 13 protection from "excessive fines" as provided in the Eighth Amendment of the United States  
 14 Constitution and Article I, Section 17, of the Constitution of the State of California, and violates  
 15 defendant's rights to substantive due process as provided in the Fifth and Fourteenth Amendments  
 16 of the United States Constitution and the Constitution of the State of California, and therefore fails  
 17 to state a cause of action supporting the punitive or exemplary damages claimed.

18 AS A TENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE COMPLAINT ON  
 19 FILE HEREIN, AND TO EACH ALLEGED CAUSE OF ACTION CONTAINED THEREIN, this  
 20 answering defendant alleges that Plaintiff has waived and is estopped and barred from alleging the  
 21 matters set forth in the First Amended Complaint.

22 AS AN ELEVENTH, SEPARATE AND AFFIRMATIVE DEFENSE TO THE  
 23 COMPLAINT ON FILE HEREIN, AND TO EACH ALLEGED CAUSE OF ACTION  
 24 CONTAINED THEREIN, this answering defendant alleges that at all times and places mentioned  
 25 in the First Amended Complaint herein, Plaintiff failed to perform certain conditions precedent that  
 26 were imposed upon the Plaintiff by Plaintiff's insurance contract with State Farm. The non-  
 27 performance of these conditions excused State Farm's obligations under the contract.

28 ///

1 WHEREFORE, this answering defendant prays for judgment as follows:

- 2     1. That plaintiff take nothing by way of the First Amended Complaint;
- 3     2. For costs of suit incurred herein; and
- 4     3. For such other and further relief as the Court deems just and proper.

5 Dated: August 29, 2008

HAYES DAVIS BONINO ELLINGSON  
McLAY & SCOTT, LLP

7 By: 

8 STEPHEN M. HAYES  
9 STEPHEN P. ELLINGSON  
10 Attorneys for Defendant  
11 STATE FARM MUTUAL AUTOMOBILE  
12 INSURANCE COMPANY

1 CASE NAME: **Andraos v. State Farm**  
 2 ACTION NO.: **CGC-08-475961**

3 I am a citizen of the United States. My business address is 203 Redwood Shores Pkwy.,  
 4 Suite 480, Redwood Shores, CA 94065. I am employed in the County of San Mateo where this  
 5 service occurs. I am over the age of 18 years, and not a party to the within cause. I am readily  
 6 familiar with my employer's normal business practice for collection and processing of  
 correspondence for mailing with the U.S. Postal Service, and that practice is that correspondence is  
 deposited with the U.S. Postal Service the same day as the day of collection in the ordinary course  
 of business.

7 On the date set forth below, following ordinary business practice, I served a true copy of the  
 8 foregoing document(s) described as:

9 **STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY'S ANSWER TO  
 PLAINTIFF'S FIRST AMENDED COMPLAINT**

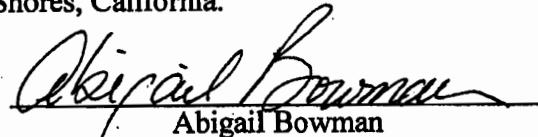
- 10  (BY FAX) by transmitting via facsimile the document(s) listed above to the fax  
 11 number(s) set forth below, or as stated on the attached service list, on this date  
 before 5:00 p.m.
- 12  (BY MAIL) I caused such envelope(s) with postage thereon fully prepaid to be  
 placed in the United States mail at Redwood City, California.
- 13  (BY PERSONAL SERVICE) I caused such envelope(s) to be delivered by hand  
 this date to the offices of the addressee(s).
- 14  (BY OVERNIGHT DELIVERY) I caused such envelope(s) to be delivered to an  
 overnight delivery carrier with delivery fees provided for, addressed to the  
 15 person(s) on whom it is to be served.

16  
 17 Michael J. Mandel, Esq.  
 18 LAW OFFICES OF MICHAEL MANDEL  
 19 1390 Market Street, Suite 310  
 20 San Francisco, CA 94102  
 Telephone: 415.626.5400  
 Facsimile: 415.626.5420

21 **Attorneys for Plaintiff  
 TOUFIG ANDRAOS**

- 22  (State) I declare under penalty of perjury under the laws of the State of California that  
 23 the above is true and correct.

24 Executed on August 29, 2008, at Redwood Shores, California.

25  
 26   
 27  
 28 Abigail Bowman

1 CASE NAME: **Andraos v. State Farm**  
 2 ACTION NO.:

3 I am a citizen of the United States. My business address is 203 Redwood Shores Pkwy.,  
 4 Suite 480, Redwood Shores, CA 94065. I am employed in the County of San Mateo where this  
 5 service occurs. I am over the age of 18 years, and not a party to the within cause. I am readily  
 6 familiar with my employer's normal business practice for collection and processing of  
 correspondence for mailing with the U.S. Postal Service, and that practice is that correspondence is  
 deposited with the U.S. Postal Service the same day as the day of collection in the ordinary course  
 of business.

7 On the date set forth below, following ordinary business practice, I served a true copy of the  
 8 foregoing document(s) described as:

9 **STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY'S NOTICE OF  
 10 REMOVAL OF CIVIL ACTION UNDER 28 U.S.C. SECTIONS 1332 AND 1441(a)  
 [DIVERSITY JURISDICTION]; DEMAND FOR JURY TRIAL**

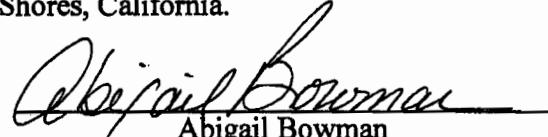
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- 15  (BY OVERNIGHT DELIVERY) I caused such envelope(s) to be delivered to an  
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 person(s) on whom it is to be served.

16 Michael J. Mandel, Esq.  
 17 LAW OFFICES OF MICHAEL MANDEL  
 18 1390 Market Street, Suite 310  
 19 San Francisco, CA 94102  
 20 Telephone: 415.626.5400  
 Facsimile: 415.626.5420

21 **Attorneys for Plaintiff  
 22 TOUFIC ANDRAOS**

- 23  (Federal) I declare under penalty of perjury under the laws of the State of California  
 that the above is true and correct.

24 Executed on August 29, 2008, at Redwood Shores, California.

25  
 26   
 27 Abigail Bowman  
 28